SECTION VIII:

TENDER FORM

APPENDIX A

(To be uploaded in the letter head of the Bidder) Dated:

To

_____
Phone: _____
Fax: _____,
E-mail: _____

Sub: **Procurement of Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault as per Tender Specifications. (Capacity – 3000 Joules)**

1. With reference to your Tender No: ..... I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender supply and deliver..... (*Description of Goods*) in conformity with the said Tender Documents. The tender is unconditional.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. I/We acknowledge that the Purchaser will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid goods, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

4. I/We shall make available to the Purchaser any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

5. I/We acknowledge the right of the Purchaser to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We declare that in the last Five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

7. We declare that we do not have any conflict of interest; and that we are not insolvent bankrupt in according with clause of ITB.

8. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Bidders to Tender for the goods, without incurring any liability to the Bidder.

9. I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the Tender Document.

10. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the goods contract or which relates to a grave offence that outrages the moral sense of the community.

11. In the event of us being declared as the Successful Bidder, I/we agree to enter into a Contract.

12. I/We have studied all the Tender Documents carefully and also understand where the goods are required to be supplied. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the selection process including the award of the Contract.

13. I/We offer an Earnest Money Deposit for supply of goods for which we have submitted the Tender in accordance with the Tender Document.

14. The Earnest Money Deposit in the required manner is uploaded in Karnataka Public Procurement Portal.

15. The documents comprising the Tender, as specified in of ITB of the Tender Document, have been submitted in the manner set out in the Tender Document.

16. The Contract price has been quoted in Karnataka Public Procurement Portal by me after taking into consideration all the terms and conditions stated in the Tender Document.

17. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

18. I/We shall keep this offer valid for [180 (One Hundred Eighty)] days from the last date of submission of Tenders as specified in the Tender Document.

19. I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

20. I / we hereby offer and agree to supply and deliver..... (*Description of Goods*) for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices for supply of Goods as quoted by us in the Karnataka Public Procurement Portal.

21. We agree to abide by this tender for the Tender validity period specified in ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

22. I/we confirm that our Financial Tender is unconditional and that we accept all terms and conditions specified in the Tender Document.

23. Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

24. I/We confirm that if I/We are the successful Bidder shall within [14 (Fourteen)] days of the receipt of LOI from the Purchaser, furnish the Performance Security Deposit in accordance with the Conditions of Contract, in the Performance Security Deposit Form provided in the Tender Documents or in any other form acceptable to the Purchaser.

25. I/We confirm that if I/We are the successful Bidder, we shall obtain GST registration Certificate in the State of Karnataka, within one month from the date of receipt of LOI or before release of any payment by the Purchaser, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the supply of goods and /or for any action taken by the Purchaser or GST department in this regard.

26. I/We declare that:
    - on my/our behalf, and there are no agents/dealers involved in this tender, and hence no agency agreement or payments/commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in **Appendix-B**.

27. I/We……hereby certify that we are proven, established, and reputed manufacturers with factories at……which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Purchaser.

28. I/We understand that you are not bound to accept the lowest or any Tender you may receive.

29. I / we agree to be bound by this offer if we are the Successful Bidder for the aforementioned supply of goods.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

Date: (Signature of the Authorised Signatory)
Place: Name and Seal of Bidder

SECTION VIII:

APPENDIX B
Details of the Bidder

(To be uploaded in the letter head of the Bidder)

1. (a) Name:

(b) Country of incorporation:
(c) Corporate Identity Number:
(d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
(e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
(f) Date of incorporation and/or commencement of business:

2. Bank Details

(a) Name of the Holder (b) Bank Account No.
(c) Name of the Bank
(d) Branch Name
(e) IFSC Code

3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Purchaser:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

5. Particulars of the Authorised Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

6. Taxation Registrations:

a) PAN number:
b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
c) GSTIN number:.....in Consignor and Consignee States
d) Registered/Certified Works/Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:
e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):.....

I /We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note:

Bidder shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

SIGNATURE OF BIDDER WITH DATE AND OFFICIAL SEAL
(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Bidder and Seal of the Company

SECTION VIII:

APPENDIX C

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS that we .....

.....a Company incorporated under the laws of .....and having its Registered Office/Head Office at .....(hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr/Mrs..... constitute, nominate and appoint Mr/Mrs ---------- as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No .....the Bids for which have been invited by ..... (Address "Owner") to undertake the following acts:

i. To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer / Bidder".
ii. To negotiate with the "Owner" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner' for and on behalf of the Manufacturer / Bidder.
iii. To receive accept and execute the Contract for and on behalf of the "Manufacturer / Bidder".
iv. To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Manufacturer / Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner" and/or purports to act on behalf of the "Manufacturer / Bidder" by virtue of this Power of Attorney and the same shall bind the "Manufacturer / Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer/ Bidder" has executed these Presents at .....on this day Of..... ..... under the Common Seal of the
Manufacturer / Bidder company.

Specimen Signature of Attorney Holder

.....
(Name)

For and on behalf of

(Signature of the person who has
authorized the Power of Attorney holder)

Common Seal of the above Manufacturer / Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:

1. Signature .....
   Name.. .....
   Designation ....
   Occupation .....

2. Signature .....
   Name.. .....
   Designation ....
   Occupation .....

Appendix D

Checklist of Documents to be uploaded by the Bidder along with the Tender

REFER TECHNO-COMMERCIAL SHEET.

SIGNATURE OF BIDDER WITH DATE AND OFFICIAL SEAL
(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Bidder and Seal of the Company